



ETAPS Manufactured Home Cancellation and Enhancements



GenX-ers in their retirement years





ETAPS Manufactured Home Cancellation and Enhancements

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- III. Procedures MH Cancellation
- IV. References





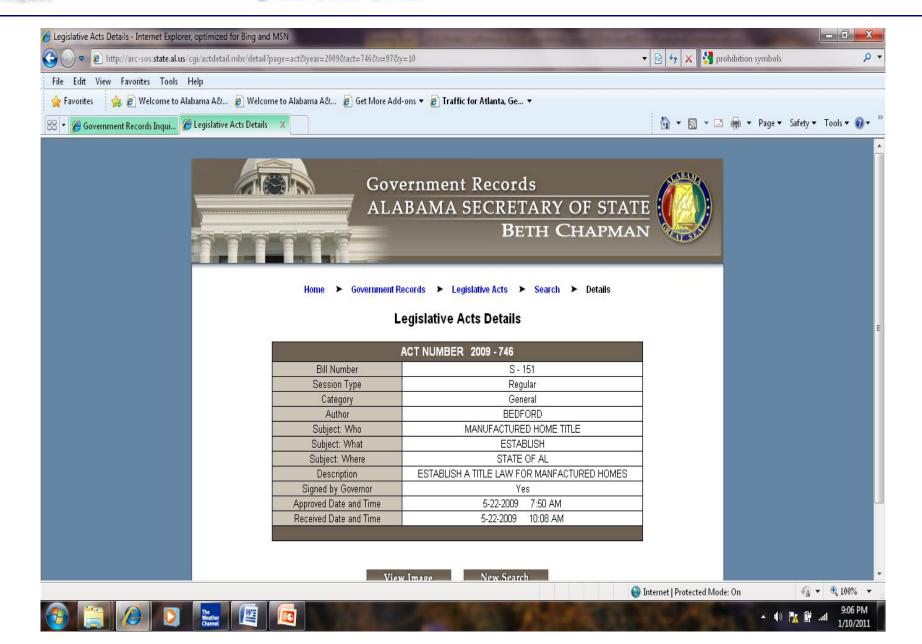
2009 Alabama Regular Legislative Session







Motor Vehicle Division







Provisions

- Manufactured Home Dealer Licensing Requirements
- Allows for out of state lending institutions to become designated agents
- Exempts manufactured homes 20 models years old or older from titling and cancelation requirements





Provisions

- Removes manufactured homes from salvage title law
- Adds an additional \$5 fee for Transaction
 Code 01, 03 & 44 MH applications
- Addition \$5 fee paid to Alabama Housing Foundation





<u>Provisions</u>

- Establishes two surety bond amounts:
 - -\$50,000 for manufactured homes less than 10 years old
 - -\$25,000 for manufactured homes 10 to 20 years
- The bond covers the entire manufactured home (sides A, B, C, etc)





Provisions

- Creates a new Transaction Code 44
 - Certificate of Cancellation due to affixation to real property -Reference 32-20-20, Code of Alabama 1975





Provisions

- Streamlines cancellation procedures
- MVT 5-33 & MVT 5-36 are no longer valid.
- New MVT 5-39E Notice of Cancellation
- Three primary documents:

Manufactures Statement of Origin

Alabama Title

Manufactured Home Bond





Motor Vehicle Division

Mobile Home Cancellation Procedures





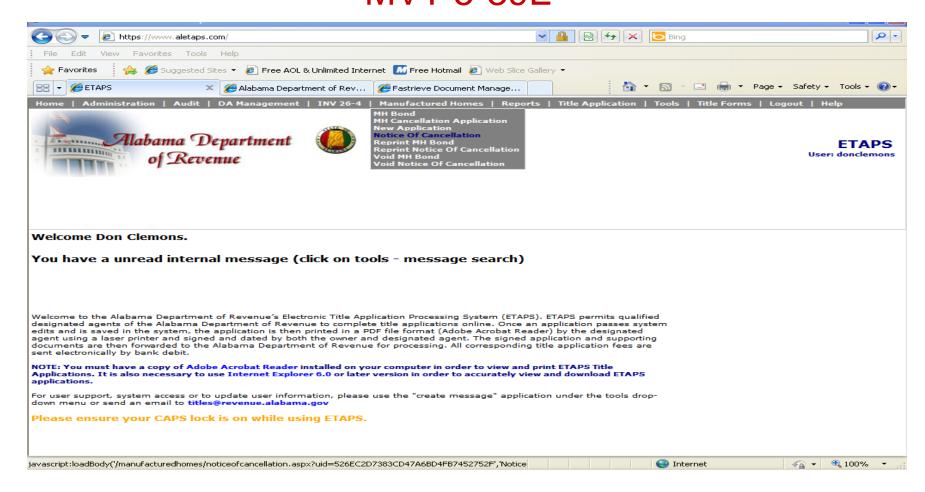
Manufacturer's Statement of Origin

Alabama Title





Under the tab "Manufactured Homes" choose "Notice of Cancellation" MVT 5-39E

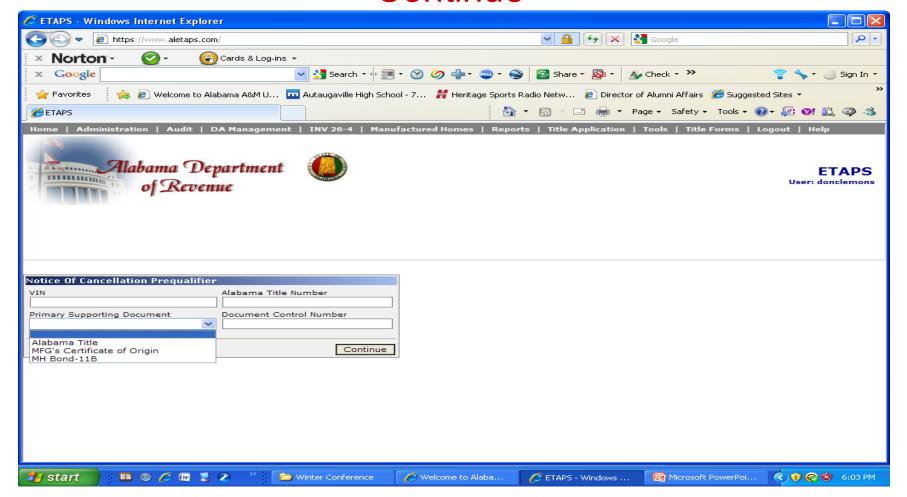






"Pre-qualifier" screen complete required data field and click

"Continue"

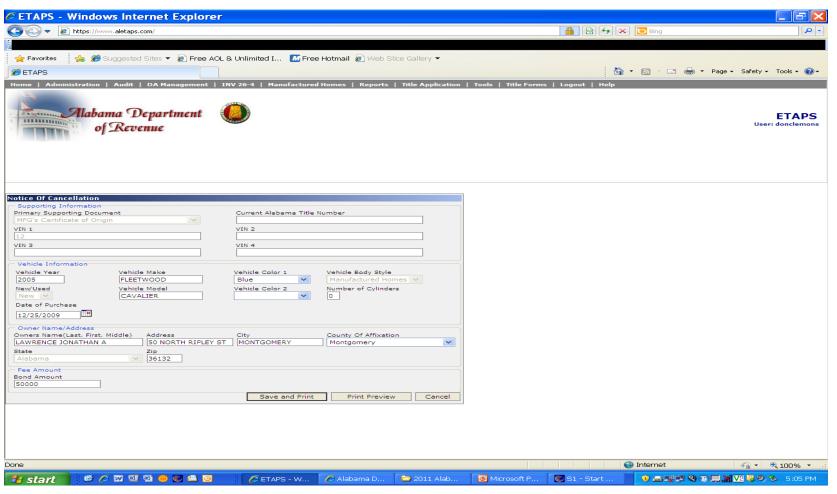






Complete required fields & click

"Save & Print"

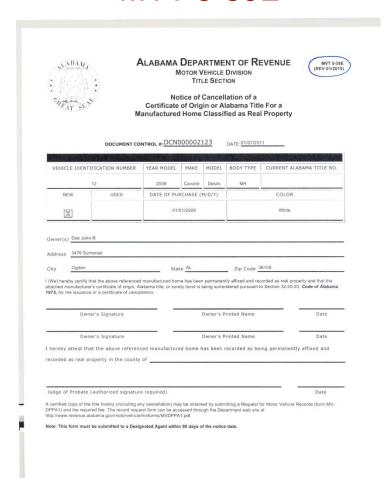






Notice of Cancellation of a Certificate of Title or Alabama Certificate of Title

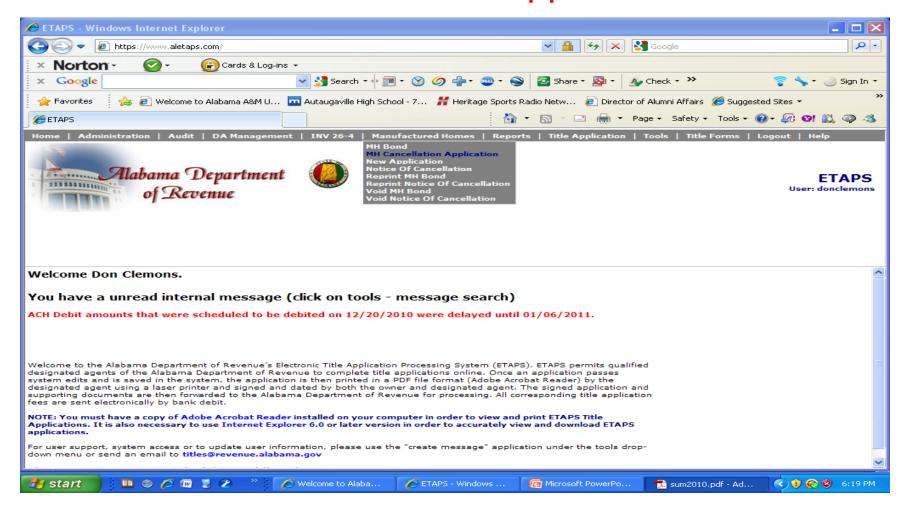
MVT 5-39E







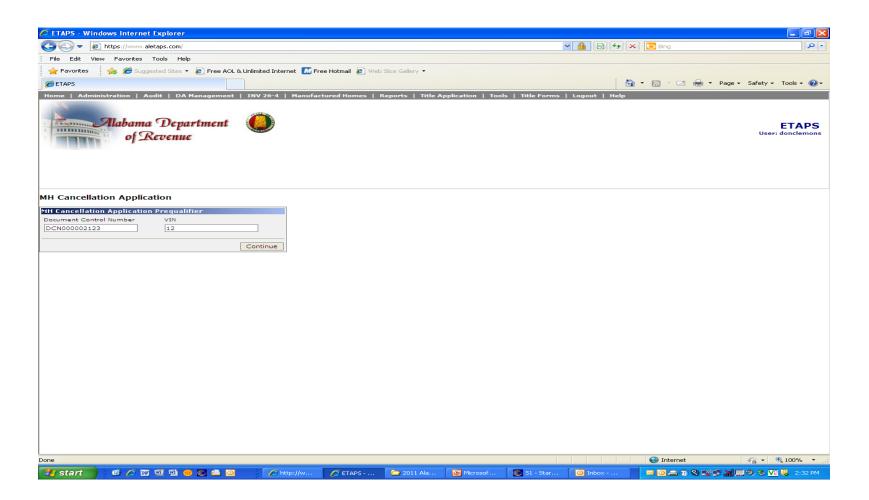
Under the tab "Manufactured Homes" –choose "MH Cancellation Application"







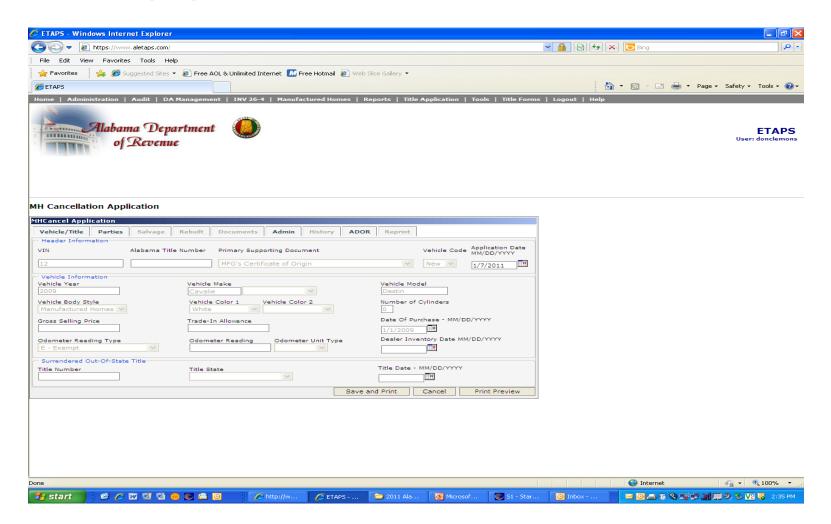
Enter the DCN & VIN from MVT 5-39E - then click "Continue"







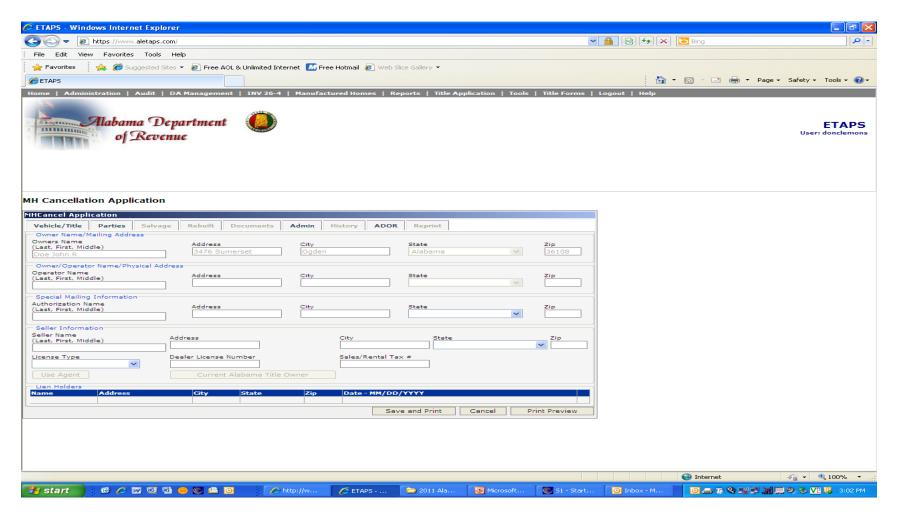
On the "Vehicle/Title" tab, all data fields are prepopulated from the MVT 5-39E







On the "Parties" tab, complete required data fields and click "Save & Print"







Legends

Application for Certificate of Cancellation MVT 5-44E

Transaction Code "44"



ATTENTION APPLICANT: You can track the status of the application by entering the application number listed above at the following website: www.aretags-status.com





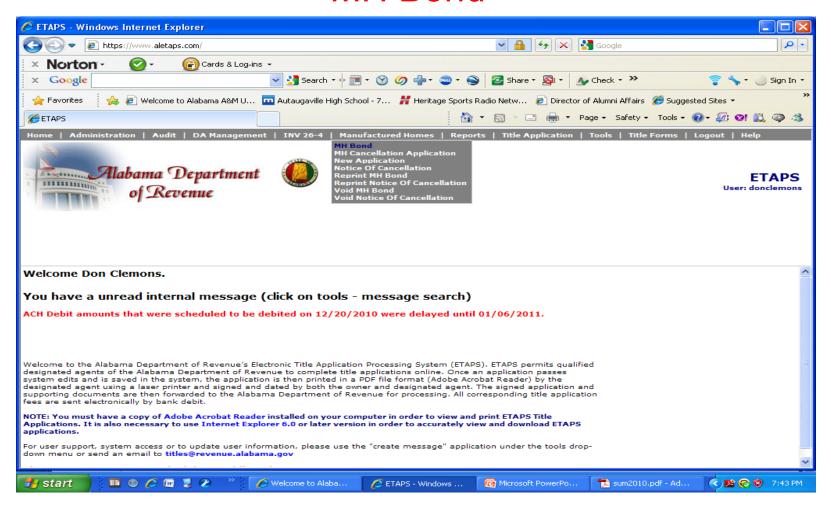
Surety Bond





Under the "Manufactured Homes" tab -choose

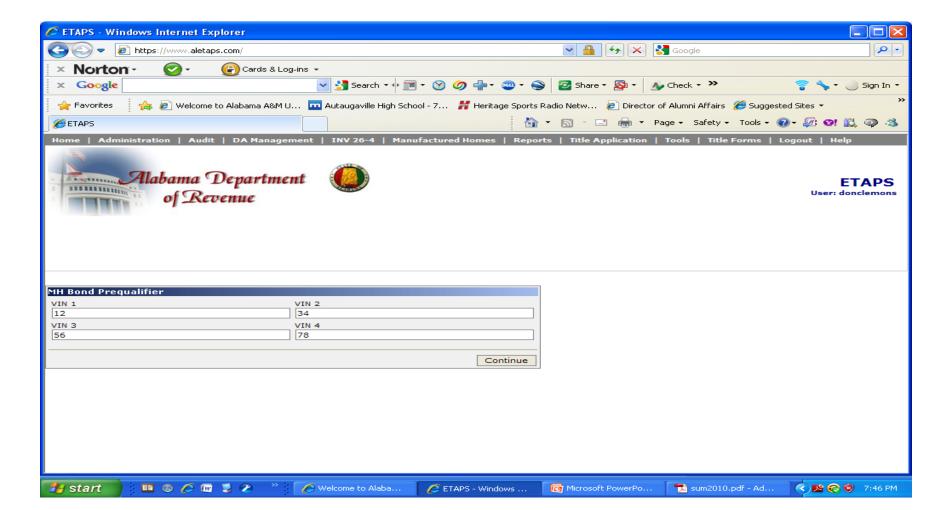
"MH Bond"







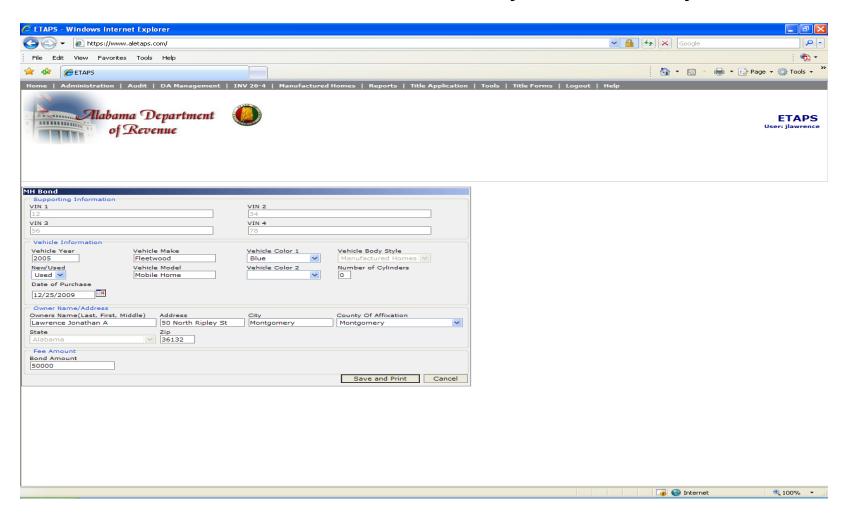
On the Pre-qualifier, enter VIN(s) and click "Continue"







Complete required fields & click "Save & Print" –Note the bond amount is determined by the model year







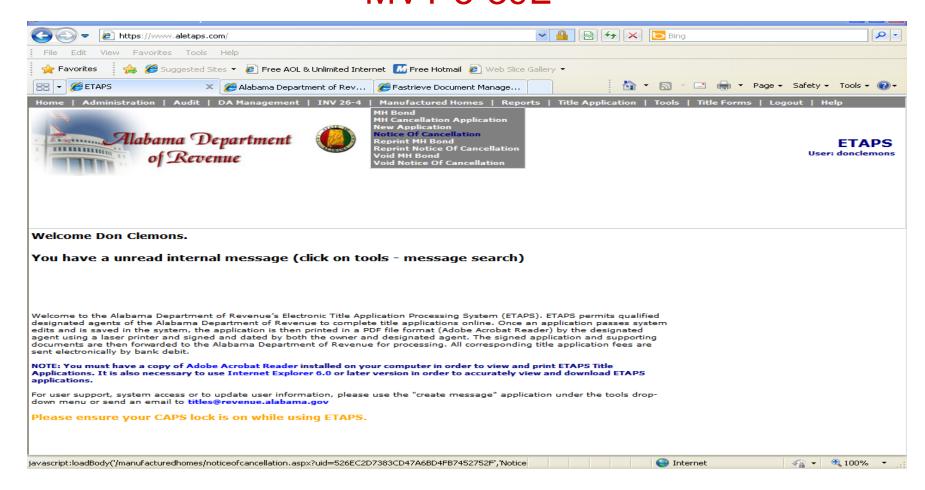
Manufactured Home Bond MVT 11B (Valid 90 days)

WHEREAS, the Principal has made application to the Department of Revenue of the State of Alabama for a certificate of title on that certain vehicle or manufactured home described as follows, towit: VIN 1: 12	(*/ \$LLC 0 1/2)*/	TMENT OF REVENUE (REV 01/2010) IICLE DIVISION
of STREET OR RFD; 50 NORTH RIPLEY ST COUNTY: MONTGOMERY STATE: AL		
(hereinafter called Principal), and		
Name Of Surety State Of Incorporation as Surety (hereinafter called Surety), are held and firmly bound unto the Commissioner of Revenue of the State of Alabama in the sum of	COUNTY: MONTGOMERY STA	ATE: AL as Principal
Name Of Surety State Of Incorporation as Surety (hereinafter called Surety), are held and firmly bound unto the Commissioner of Revenue of the State of Alabama in the sum of	(hereinafter called Principal), and	of
Alabama in the sum of Fifty Thousand Dollars (\$ 50,000.00), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executor, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has made application to the Department of Revenue of the State of Alabama for a certificate of title on that certain vehicle or manufactured home described as follows, towit: VIN 1: 12		
and truly to be made, we bind ourselves, our heirs, executor, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has made application to the Department of Revenue of the State of Alabama for a certificate of title on that certain vehicle or manufactured home described as follows, towit: VIN 1: 12	as Surety (hereinafter called Surety), are held and firmly bound un	to the Commissioner of Revenue of the State of
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vehicle or manufactured home described as follows, towit: VIN 1: 12	and truly to be made, we bind ourselves, our heirs, executor, administrators, success	sors, and assigns, jointly and severally, firmly by these presents.
YEAR: 2005 MAKE: Fleebro MODEL: Mobile Home BODY TYPE: MH CYLINDERS: 0 NEW/USED: USED DATE OF PURCHASE: 12/25/2009 And under the provisions of Section 32-8-36 or Section 32-20-4 Code of Alabama 1975, the Department requires this bond before a certificate of title will be issued. THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT: If the allowesaid Principal shall indeemily any prior owner and lienholder and any subsequent purchaser of the vehicle or person acquiring any reasons of the instinction of the certificate of title of the vehicle or on acquiring any repense, loss or dismage. Including reasonable attorney's Rest. by reason of the instinction of the certificate of title of the vehicle or on acquiring any repense, loss or dismage. Including reasonable attorney's Rest. by reason of the instinction of the certificate of title of the vehicle or on acquiring any repense, loss or dismage. Including reasonable attorney's Rest. by reason of the instinction of the certificate of the off the vehicle or on acquiring any repense. It is shall remain in full force and effect. PROVIDED, HOWEVER, that any interested person has a right of action to recover on the bond for any breach of its conditions, but the aggregate liability of the surely to all persons shall not exceed the amount of the bond. That said bond shall remain in full force and effect for a period of three (3) years after date of said bond or until the vehicle is no longer registered in this state and the currently valid certificate of title is surrendered to the Commissioner of Revenue of the State of Alabama has been radied of the periodery of an action to recover on the bond. IN WITNESS WHEREOF, we hereunto set our names and seals on this (Principal) - Typed Name (Agent of Surety Company) - Typed Name (Principal) - Signature: Refer to ITEM #1 on reverse side of form (Regert of Surety Company) - Signature: Refer to ITEM #3 on (Principal) - Signature: Refer to ITEM #2 on		the State of Alabama for a certificate of title on that certain
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(Agent of Surety Company) - Typed Name (Principal) - Signature: Refer to ITEM #1 on reverse side of form (Agent of Surety Company) - Signature: Refer to ITEM #3 on reverse side of form (State of Alabama, Commissioner of Revenue) (Principal) - Signature: Refer to ITEM #2 on		(postdated bonds not
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(State of Alabama, Commissioner of Revenue) (Principal) - Signature: Refer to ITEM #2 on reverse side of form	(Agent of Surety Company) - Signature : Refer to ITEM #3 on reverse side of form	(Principal) - Typed Name
	(State of Alabama, Commissioner of Revenue)	(Principal) - Signature: Refer to ITEM #2 on reverse side of form





Under the tab "Manufactured Homes" choose "Notice of Cancellation" MVT 5-39E

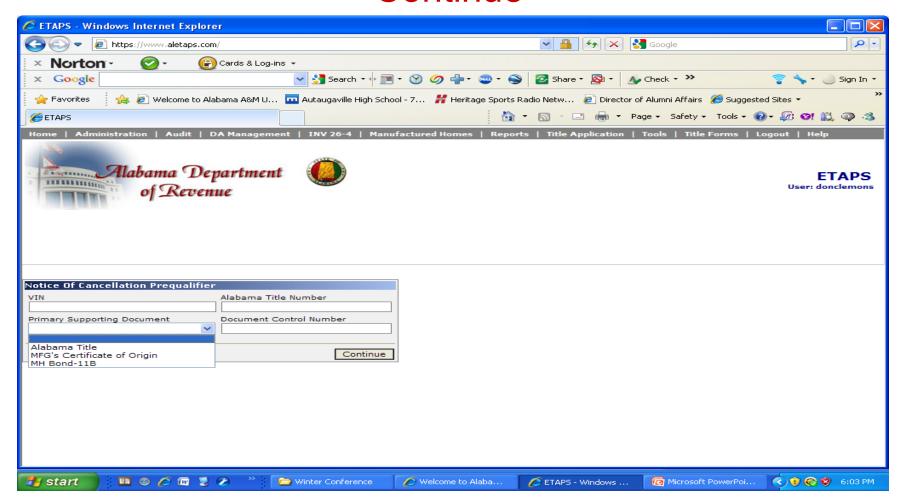






"Pre-qualifier" screen complete required data field and click

"Continue"

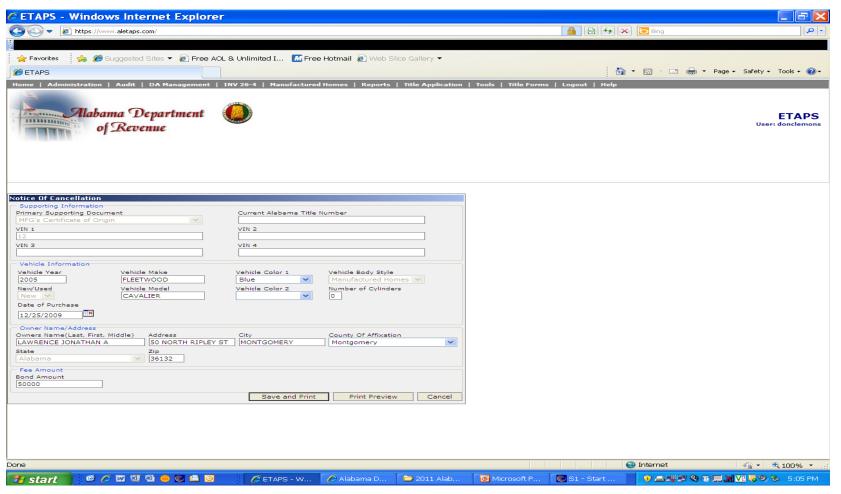






Information Pre-populated From MH Bond

"Save & Print"

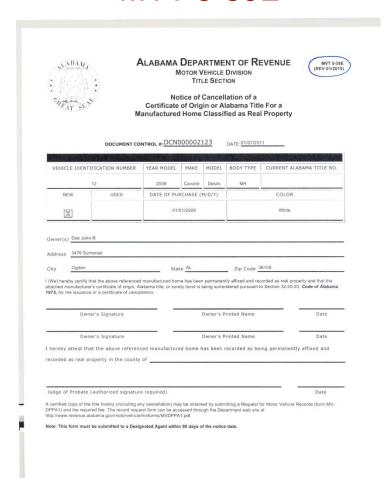






Notice of Cancellation of a Certificate of Title or Alabama Certificate of Title

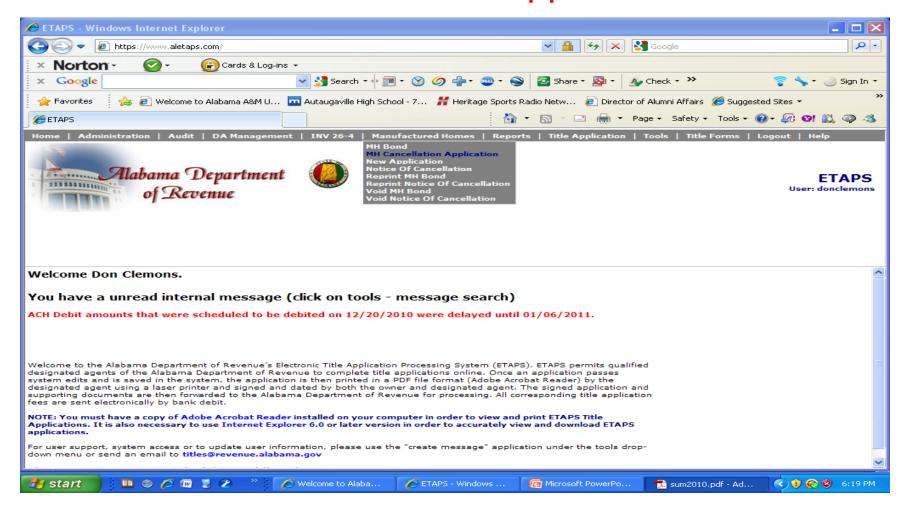
MVT 5-39E







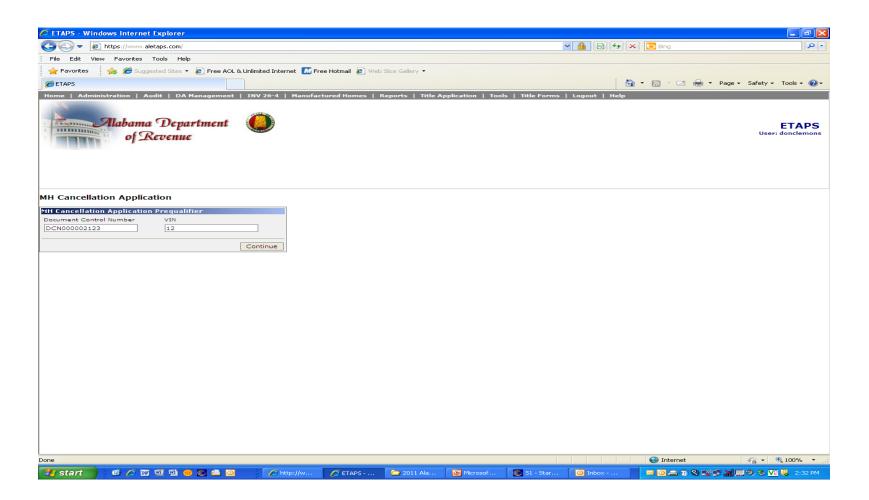
Under the tab "Manufactured Homes" –choose "MH Cancellation Application"







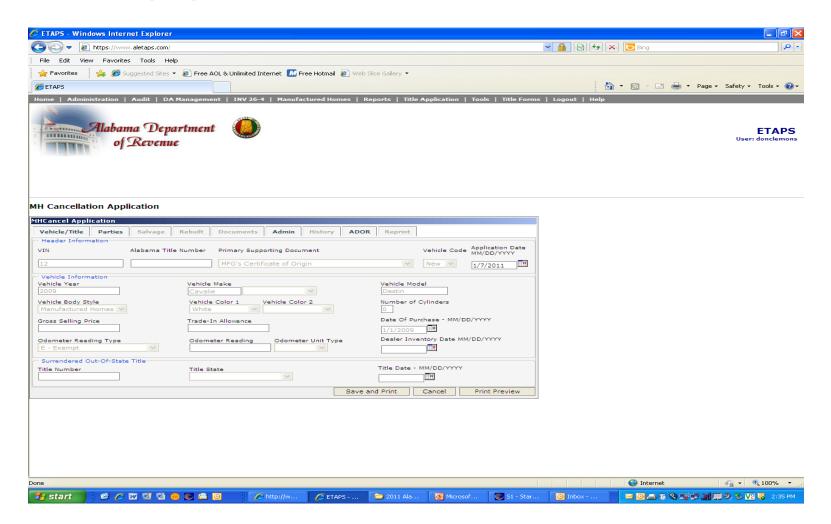
Enter the DCN & VIN from MVT 5-39E - then click "Continue"







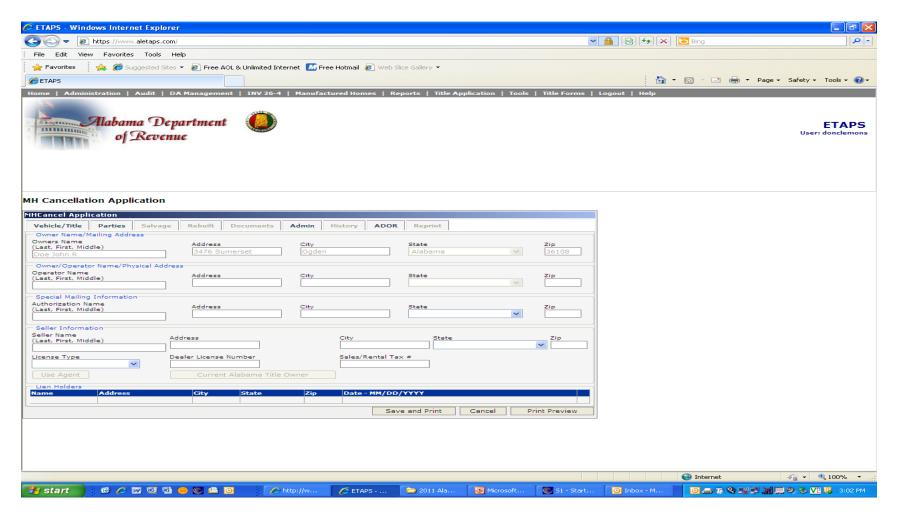
On the "Vehicle/Title" tab, all data fields are prepopulated from the MVT 5-39E







On the "Parties" tab, complete required data fields and click "Save & Print"







Legends

Application for Certificate of Cancellation MVT 5-44E

Transaction Code "44"



ATTENTION APPLICANT: You can track the status of the application by entering the application number listed above at the following website: www.aretags-status.com





CERTIFICATE OF CANCELLATION

	No. of the last of	OF TITLE FOR A	VEHICLE
TITLE NO.	VEHICLE IDENTIFICATION NUM	MBER TRANS. COD	DATE ISSUED
00000008 YR. MODEL	88800000000000000000000000000000000000	888 44 MODEL	12/16/2009 BODY TYPE PREV AL TITLE NO.
2004 CYL NEW USED	TEST DEMO PURCHASE DATE NO. L	TRAILERHOUSE COLOR	MH ODOMETER
00 XX NAME(S) AND MAILING ADD		0 WHI	000000
TEST NAME	HESS OF OWNER(S)		MAIL TO
TEST ADDR TEST CITY		TEST NAME	
RESIDENT ADDRESS IF DI	FERENT	TEST ADDR TEST CITY	AL 36123
AFFIXATION TO	TICATE OF CANCELLATIO REAL PROPERTY - REF E OF ALABAMA 1975		RELEASE OF LIEN The holder of Lien on the vehicle des in this Certificate does hereby state the lien described in said Certificate of Ti released and discharged.
	ADDRESS AND LIEN DATE		First Lienholder
1ST LIENHOLDER'S NAME.			BySignature of Authorized Agent
1ST LIENHOLDER'S NAME,			
	ADDRESS AND LIEN DATE	10 37 (10) 11 37 (10)	DateSecond Lienholder





References

Chapter 20, Title 32; Code of Alabama 1975

 http://alisondb.legislature.state.al.us/acas/CodeOfAlaba ma/1975/161882.htm

Motor Vehicle Division's website

 http://www.revenue.alabama.gov/motorvehicle/2010_AL _MH_COT_ACT.pdf

Administrative rules

http://www.revenue.alabama.gov/motorvehicle/rules.html

Titles e-mail address

titles@revenue.alabama.gov





References

County Memos

http://www.revenue.alabama.gov/motorvehicle/memos.html